

<i>SERFF Tracking Number:</i>	<i>MNNL-127836319</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Minnesota Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>50309</i>
<i>Company Tracking Number:</i>	<i>11-E1520</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium Adjustable Life</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
<i>Product Name:</i>	<i>Endorsement - Indexed Accounts</i>		
<i>Project Name/Number:</i>	<i>Endorsement - Indexed Accounts/11-E1520</i>		

Filing at a Glance

Company: Minnesota Life Insurance Company

Product Name: Endorsement - Indexed Accounts SERFF Tr Num: MNNL-127836319 State: Arkansas

TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved- State Tr Num: 50309
Adjustable Life Closed

Sub-TOI: L09I.001 Single Life Co Tr Num: 11-E1520 State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird

Authors: Carol Ouhl, Susan Disposition Date: 12/01/2011

Johnson, Matthew Harrington,
Joyce Townsend

Date Submitted: 11/21/2011 Disposition Status: Approved-Closed

Implementation Date Requested: 12/19/2011

State Filing Description:

General Information

Project Name: Endorsement - Indexed Accounts

Project Number: 11-E1520

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Minnesota, our
domicile, was filed on November 15 as part of
the Interstate Compact

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 12/01/2011

State Status Changed: 12/01/2011

Deemer Date:

Created By: Carol Ouhl

Submitted By: Carol Ouhl

Corresponding Filing Tracking Number:

Filing Description:

This filing is an endorsement to three previously approved Individual Indexed Universal Life products listed below. This endorsement is new and does not replace any previously approved forms. The endorsement will not be illustrated. The products to which this endorsement will be attached were both being illustrated when they were filed; and they will continue to be illustrated. The issue ages for the products have not changed from the original filing.

SERFF Tracking Number:	MNNL-127836319	State:	Arkansas
Filing Company:	Minnesota Life Insurance Company	State Tracking Number:	50309
Company Tracking Number:	11-E1520		
TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.001 Single Life
Product Name:	Endorsement - Indexed Accounts		
Project Name/Number:	Endorsement - Indexed Accounts/11-E1520		

The endorsement amends existing contract language to allow:

- Addition or discontinuance of any fixed or indexed account in the future
- Indexed account segment term lengths longer than 1 year
- Use of multiple external indices for an indexed account

We will be including this endorsement in all new issues of these products beginning in February, 2012. This endorsement will also be sent to existing policyholders with information on the current accounts now available. The communications that will be sent to existing policyholders explaining the endorsement are attached as Supporting Documents.

Changes to the data pages are the same for all products. Therefore I've only attached the one changed section, "Information About the Available Accounts", for each product. As a Supporting Document, I've attached one full set of data pages as an example of how the entire set of data pages appear. I have also attached a red line copy of the full set of data pages. Please note that the only difference in the data pages for these products is that the account names are slightly different (A and A2, respectively) to allow our administration systems to recognize different growth caps for each product.

The Statement of Variability (SOV) for each of the policies' data pages is also impacted for just the one section, "Information About the Available Accounts". Again the revisions to each of the product's SOVs will be the same. I have provided only the impacted section of both SOVs as well as one red lined copy of the section for ease of review.

An Actuarial Memorandum for each product with minor revisions is attached as Supporting Documents. Since the revision to each policy's Actuarial Memorandum is the same, I have included one red lined copy of one Actuarial Memorandum for ease of review.

Approved products impacted are:

Eclipse Indexed Universal Life Policy, 06-700, approved 07-07-06 under State # 32713
Eclipse Protector Indexed Universal Life, 09-710.03, approved 12-01-09 under State # 43942
Eclipse Survivor Universal Life, 10-720.03, approved 12-02-10 under State # 47371

Company and Contact

Filing Contact Information

Carol Ouhl, Senior Product Compliance Analyst carol.ouhl@securian.com
400 ROBERT STREET NORTH 651-665-3507 [Phone]
ST. PAUL, MN 55101-2098 651-665-5424 [FAX]

SERFF Tracking Number: MNNL-127836319 State: Arkansas
Filing Company: Minnesota Life Insurance Company State Tracking Number: 50309
Company Tracking Number: 11-E1520
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Endorsement - Indexed Accounts
Project Name/Number: Endorsement - Indexed Accounts/11-E1520

Filing Company Information

Minnesota Life Insurance Company	CoCode: 66168	State of Domicile: Minnesota
400 Robert Street North	Group Code: 869	Company Type: Life Insurance
Law Department	Group Name:	State ID Number:
St. Paul, MN 55101-2098	FEIN Number: 41-0417830	
(651) 665-3500 ext. [Phone]		

Filing Fees

Fee Required? Yes
Fee Amount: \$125.00
Retaliatory? Yes
Fee Explanation: One MN filing package is \$125.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Minnesota Life Insurance Company	\$125.00	11/21/2011	53930400
Minnesota Life Insurance Company	\$75.00	11/23/2011	54023650

SERFF Tracking Number:	MNNL-127836319	State:	Arkansas
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TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.001 Single Life
Product Name:	Endorsement - Indexed Accounts		
Project Name/Number:	Endorsement - Indexed Accounts/11-E1520		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/01/2011	12/01/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	11/22/2011	11/22/2011	Carol Ouhl	11/23/2011	11/23/2011

<i>SERFF Tracking Number:</i>	<i>MNNL-127836319</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Minnesota Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>50309</i>
<i>Company Tracking Number:</i>	<i>11-E1520</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>Endorsement - Indexed Accounts</i>		
<i>Project Name/Number:</i>	<i>Endorsement - Indexed Accounts/11-E1520</i>		

Disposition

Disposition Date: 12/01/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MNNL-127836319 State: Arkansas

Filing Company: Minnesota Life Insurance Company State Tracking Number: 50309

Company Tracking Number: 11-E1520

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life Adjustable Life

Product Name: Endorsement - Indexed Accounts

Project Name/Number: Endorsement - Indexed Accounts/11-E1520

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Actuarial Memorandum		No
Supporting Document	Policy Owner Notification Letter		Yes
Supporting Document	Statement of Variability		Yes
Form	Endorsement of Indexed Universal Life Policies		Yes
Form	Eclipse Indexed Universal Life Policy Data Pages		Yes
Form	Eclipse Protector Indexed Universal Life Policy Data Pages		Yes
Form	Eclipse Survivor Indexed Universal Life Policy Data Pages		Yes

SERFF Tracking Number: MNNL-127836319 *State:* Arkansas
Filing Company: Minnesota Life Insurance Company *State Tracking Number:* 50309
Company Tracking Number: 11-E1520
TOI: L09I Individual Life - Flexible Premium *Sub-TOI:* L09I.001 Single Life
Adjustable Life
Product Name: Endorsement - Indexed Accounts
Project Name/Number: Endorsement - Indexed Accounts/11-E1520

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 11/22/2011
Submitted Date 11/22/2011
Respond By Date 12/22/2011

Dear Carol Ouhl,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$75.00 is received.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

SERFF Tracking Number: MNNL-127836319 State: Arkansas
Filing Company: Minnesota Life Insurance Company State Tracking Number: 50309
Company Tracking Number: 11-E1520
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: Endorsement - Indexed Accounts
Project Name/Number: Endorsement - Indexed Accounts/11-E1520

Response Letter

Response Letter Status Submitted to State
Response Letter Date 11/23/2011
Submitted Date 11/23/2011

Dear Linda Bird,

Comments:

Thank you for your comment. My

Response 1

Comments: I have submitted an additional \$75.00. My apologies for not using the updated information.

Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$75.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you

Sincerely,

Carol Ouhl, Joyce Townsend, Matthew Harrington, Susan Johnson

SERFF Tracking Number: MNNL-127836319 State: Arkansas

Filing Company: Minnesota Life Insurance Company State Tracking Number: 50309

Company Tracking Number: 11-E1520

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life Adjustable Life

Product Name: Endorsement - Indexed Accounts

Project Name/Number: Endorsement - Indexed Accounts/11-E1520

Form Schedule

Lead Form Number: 11-E1520

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	11-E1510	Policy/Cont Endorsement of ract/Fratern Indexed Universal al Life Policies Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		59.700	11-E1520 Indexed Seg Term Endorsement. pdf
	06-700	Data/DeclarEclipse Indexed ation PagesUniversal Life Policy Data Pages	Initial		53.000	Data Pg Eclipse Excerpt 06-701.pdf
	09-710.03	Data/DeclarEclipse Protector ation PagesIndexed Universal Life Policy Data Pages	Initial		52.900	Data Pg Protector Excerpt 09-710.03.pdf
	10-720.03	Data/DeclarEclipse Survivor ation PagesIndexed Universal Life Policy Data Pages	Initial		53.100	Data Pg Survivor Excerpt 10-720.03.pdf

Minnesota Life Insurance Company - A Securian Company
Individual Life New Business • 400 Robert Street North • St. Paul, Minnesota 55101-2098

Your indexed universal life policy has been amended. The provisions shown have been changed, deleted or added to read as follows:

In the Definitions Section

growth cap

A growth cap is the maximum growth rate of a segment during any segment term. The growth cap in effect at the policy date or at any policy change date for any indexed account is shown on the policy data pages. For each subsequent segment term and for each indexed account, we will determine the growth cap for that segment term. For each subsequent segment, the growth cap for any segment term is equal to the growth cap in effect as of the segment date of that segment.

growth floor

The minimum segment growth rate is equal to 0% for all segments and for all segment terms.

index

An external value that is used in the definition of the index credits applied to an indexed account. The external indices used for each indexed account option are shown on the policy data pages. If any external index shown on the policy data pages for any indexed account is discontinued or if we are unable to use it, for reasons beyond our control, we will substitute a successor external index of our choosing. If that situation occurs, we will notify you of such change at your last known address.

indexed account

An indexed account is a portion of the accumulation value that earns interest based on a change in the indices applicable for that account. The indexed accounts are shown on the policy data pages, along with the indices that apply to each.

segment date

The segment date is the date the segment was created. The segment term of an indexed account is measured from this date.

In the Accumulation Value Section

What fixed accounts are available?

The fixed accounts available are shown on the policy data pages. We reserve the right to eliminate fixed accounts or add additional fixed accounts. We will notify you if additional accounts become available.

What indexed accounts are available?

The indexed accounts available are shown on the policy data pages. Indexed accounts are made up of indexed account segments. We reserve the right to eliminate indexed accounts or add additional indexed accounts. We will notify you if additional accounts become available.

How and when are the index credits calculated?

We calculate index credits separately for each segment at the end of its segment term and we add them to the segment at that time. Index credits are calculated and credited only at the end of a segment term and not at any other time. Amounts deducted from a segment prior to the end of its segment term will not receive any index credit for that segment term.

The index credit is equal to the value of the segment as of the end of the segment term, prior to applying any index credits, multiplied by the participation rate, and then multiplied by the segment growth rate.

What is the segment growth rate for each segment?

The segment growth rate is equal to the weighted average of the index growth rates for each external index applicable to that segment, subject to the maximum of the growth cap and the minimum of the growth floor. An index weight is a percentage assigned to each index in an indexed account. The weights for the external indices applicable to each indexed account are shown on the policy data pages.

What is the index growth rate for each external index?

The index growth rate for each external index is equal to:

- (1) the closing value of the index as of the last day of a segment term,
- (2) divided by the closing value of the index as of the day immediately preceding the beginning of the segment term,
- (3) minus one (1).

The closing value of the index is the published value of the index as of the end of the business day. If no closing value is published for the days referred to above, we will use the closing value for the prior day for which the closing value is published.

Delete the entire question and answer:**How do transfers between fixed and indexed accounts occur?*****Add the following questions and answers:*****How do transfers between accounts occur?**

Transfers between fixed accounts can be done at any time by written request. After the first policy year, transfers between fixed and indexed accounts may be done by written request. A transfer from a fixed account to an indexed account can only occur on a transfer date. Transfers from an indexed account to a fixed account or another indexed account can only be done at the end of a segment term.

When such transfers are done, we will process transactions in this order:


- (1) credit interest and indexed credits (on indexed accounts),
- (2) then make transfers, and
- (3) then assess charges, if any.

What happens if an account is discontinued?

If we discontinue an account, we will send written notification to you, and any assignee of record, at the last known address at least 30 days in advance. That notification will inform you of your options for transferring to other accounts. We will also tell you to which account we will transfer the accumulation value from the discontinued account if you do not give us transfer instructions prior to the date the account is discontinued.



Secretary



President

INFORMATION ABOUT THE AVAILABLE ACCOUNTS

FIXED ACCOUNTS:

[Fixed Account A]:	[Long Term Strategy]
[Fixed Account B]:	[Dollar Cost Averaging]

INDEXED ACCOUNTS:

INDICES:

INDEX WEIGHT:

[Indexed Account A]:	[Standard & Poor's 500® Composite Stock Price Index excluding dividends, or its successor. (1)]	[100%]
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Segment Term:	[1 year]
Participation Rate:	[100%]
Growth Cap:	[14% in effect on Feb 1, 2012]

[Indexed Account B]:	[Standard & Poor's 500® Composite Stock Price Index excluding dividends, or its successor. (1)]	[100%]
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Segment Term:	[1 year]
Participation Rate:	[140%]
Growth Cap:	[9% in effect on Feb 1, 2012]

[Indexed Account C]:	[Dow Jones Global ex-U.S. Index SM Composite Stock Price Index excluding dividends, or its successor. (2)]	[100%]
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Segment Term:	[1 year]
Participation Rate:	[100%]
Growth Cap:	[13% in effect on Feb 1, 2012]

[Indexed Account D]:	[Standard & Poor's 500® Composite Stock Price Index excluding dividends, or its successor. (1)]	[100%]
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Segment Term:	[3 years]
Participation Rate:	[140%]
Growth Cap:	[40% in effect on Feb 1, 2012]

INDEXED ACCOUNTS (Continued):

INDICES:

INDEX WEIGHT:

1-000-000W

[Indexed Account E]:

[This Indexed Account includes the following indices:]

[The Barclay's Capital U.S. Aggregate Bond Index, U.S. investment grade, fixed rate bond market securities, including government, government agency, corporate, and mortgage-backed securities. (3)] [35%]

[Standard & Poor's 500® Composite Stock Price Index excluding dividends, or its successor. (1)] [35%]

[Euro STOXX 50® Index excluding dividends, European 50 blue chip stocks from 12 Eurozone countries, or its successor. (4)] [20%]

[Russell 2000® Index, equity index measuring 2000 smallest companies in the Russell 3000® Index of biggest U.S. Stocks, or its successor. (5)] [10%]

Segment Term:

[1 year]

Participation Rate:

[100%]

Growth Cap:

[15% in effect on Feb 1, 2012]

[INDEX-LINKED RETURNS FOR STANDARD & POOR'S 500®, DOW JONES GLOBAL EX-U.S. INDEXSM, AND EURO STOXX 50® INDEX, DO NOT INCLUDE THE PORTION OF RETURNS GENERATED BY THE UNDERLYING INDEX THAT COME FROM DIVIDENDS.]

THE GROWTH CAP ON EACH INDEXED ACCOUNT IS NOT A GUARANTEED ELEMENT AND CAN BE CHANGED BY MINNESOTA LIFE. ANY CHANGE IN THE GROWTH CAP WOULD AFFECT THE INDEX CREDITS, AND WOULD THUS AFFECT THE INTEREST RETURN APPLICABLE TO THE ACCUMULATION VALUE IN THAT INDEXED ACCOUNT.]

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 - o The results to be obtained by the Eclipse Policy, the owner of the Eclipse Policy or any other person in connection with the use of the EURO STOXX 50® and the data included in the EURO STOXX 50®;

- o The accuracy or completeness of the EURO STOXX 50® and its data;
- o The merchantability and the fitness for a particular purpose or use of the EURO STOXX 50® and its data;
- STOXX and its Licensors will have no liability for any errors, omissions or interruptions in the EURO STOXX 50® or its data;
- Under no circumstances will STOXX or its Licensors be liable for any lost profits or indirect, punitive, special or consequential damages or losses, even if STOXX or its Licensors knows that they might occur.

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INFORMATION ABOUT THE AVAILABLE ACCOUNTS

FIXED ACCOUNTS:

[Fixed Account A]:	[Long Term Strategy]
[Fixed Account B]:	[Dollar Cost Averaging]

INDEXED ACCOUNTS:

INDICES:

INDEX WEIGHT:

[Indexed Account A2]:	[Standard & Poor's 500® Composite Stock Price Index excluding dividends, or its successor. (1)]	[<u>100%</u>]
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Segment Term:	[1 year]
Participation Rate:	[100%]
Growth Cap:	[11% in effect on Feb 1, 2012]

[Indexed Account B2]:	[Standard & Poor's 500® Composite Stock Price Index excluding dividends, or its successor. (1)]	[100%]
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Segment Term:	[1 year]
Participation Rate:	[140%]
Growth Cap:	[7.5% in effect on Feb 1, 2012]

[Indexed Account C2]:	[Dow Jones Global ex-U.S. Index SM Composite Stock Price Index excluding dividends, or its successor. (2)]	[100%]
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Segment Term:	[1 year]
Participation Rate:	[100%]
Growth Cap:	[10% in effect on Feb 1, 2012]

[Indexed Account D2]:	[Standard & Poor's 500® Composite Stock Price Index excluding dividends, or its successor. (1)]	[100%]
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Segment Term:	[3 years]
Participation Rate:	[140%]
Growth Cap:	[40% in effect on Feb 1, 2012]

INDEXED ACCOUNTS (Continued):

INDICES:

INDEX WEIGHT:

[Indexed Account E2]:

[This Indexed Account includes the following indices:]

[The Barclay's Capital U.S. Aggregate Bond Index, U.S. investment grade, fixed rate bond market securities, including government, government agency, corporate, and mortgage-backed securities. (3)] [35%]

[Standard & Poor's 500® Composite Stock Price Index excluding dividends, or its successor. (1)] [35%]

[Euro STOXX 50® Index excluding dividends, European 50 blue chip stocks from 12 Eurozone countries, or its successor. (4)] [20%]

[Russell 2000® Index, equity index measuring 2000 smallest companies in the Russell 3000® Index of biggest U.S. Stocks, or its successor. (5)] [10%]

Segment Term:

[1 year]

Participation Rate:

[100%]

Growth Cap:

[15% in effect on Feb 1, 2012]

[INDEX-LINKED RETURNS FOR STANDARD & POOR'S 500®, DOW JONES GLOBAL EX-U.S. INDEXSM, AND EURO STOXX 50® INDEX, DO NOT INCLUDE THE PORTION OF RETURNS GENERATED BY THE UNDERLYING INDEX THAT COME FROM DIVIDENDS.]

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INFORMATION ABOUT THE AVAILABLE ACCOUNTS

FIXED ACCOUNTS:

[Fixed Account A]:	[Long Term Strategy]
[Fixed Account B]:	[Dollar Cost Averaging]

INDEXED ACCOUNTS:

INDICES:

INDEX WEIGHT:

[Indexed Account A]:	[Standard & Poor's 500® Composite Stock Price Index excluding dividends, or its successor. (1)]	[<u>100%</u>]
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Segment Term:	[1 year]
Segment Term:	[1 year]
Participation Rate:	[100%]
Growth Cap:	[14% in effect on Feb 1, 2012]

[Indexed Account B]:	[Standard & Poor's 500® Composite Stock Price Index excluding dividends, or its successor. (1)]	[100%]
----------------------	---	--------

Segment Term:	[1 year]
Participation Rate:	[140%]
Growth Cap:	[9% in effect on Feb 1, 2012]

[Indexed Account C]:	[Dow Jones Global ex-U.S. Index SM Composite Stock Price Index excluding dividends, or its successor. (2)]	[100%]
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Segment Term:	[1 year]
Participation Rate:	[100%]
Growth Cap:	[13% in effect on Feb 1, 2012]

[Indexed Account D]:	[Standard & Poor's 500® Composite Stock Price Index excluding dividends, or its successor. (1)]	[100%]
----------------------	---	--------

Segment Term:	[3 years]
Participation Rate:	[140%]
Growth Cap:	[40% in effect on Feb 1, 2012]

INDEXED ACCOUNTS (Continued):

INDICES:

INDEX WEIGHT:

[Indexed Account E]:

[This Indexed Account includes the following indices:]

[The Barclay's Capital U.S. Aggregate Bond Index, U.S. investment grade, fixed rate bond market securities, including government, government agency, corporate, and mortgage-backed securities. (3)] [35%]

[Standard & Poor's 500® Composite Stock Price Index excluding dividends, or its successor. (1)] [35%]

[Euro STOXX 50® Index excluding dividends, European 50 blue chip stocks from 12 Eurozone countries, or its successor. (4)] [20%]

[Russell 2000® Index, equity index measuring 2000 smallest companies in the Russell 3000® Index of biggest U.S. Stocks, or its successor. (5)] [10%]

Segment Term:

[1 year]

Participation Rate:

[100%]

Growth Cap:

[15% in effect on Feb 1, 2012]

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<i>SERFF Tracking Number:</i>	<i>MNNL-127836319</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Minnesota Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>50309</i>
<i>Company Tracking Number:</i>	<i>11-E1520</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>Endorsement - Indexed Accounts</i>		
<i>Project Name/Number:</i>	<i>Endorsement - Indexed Accounts/11-E1520</i>		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	
Comments:		
Arkansas Certification of Readability		
Attachment:		
AK Certification of Readability.pdf		

	Item Status:	Status Date:
Bypassed - Item:	Application	
Bypass Reason:	Ths filing is only a policy endorsement	
Comments:		

	Item Status:	Status Date:
Satisfied - Item:	Health - Actuarial Justification	
Comments:		
This is a life filing		

	Item Status:	Status Date:
Bypassed - Item:	Outline of Coverage	
Bypass Reason:	This is a life filing	
Comments:		

	Item Status:	Status Date:
Satisfied - Item:	Actuarial Memorandum	
Comments:		
Attached is the actuarial memorandum for the Eclipse, Eclipse Protector and Eclipse Survivor Policies.		

<i>SERFF Tracking Number:</i>	<i>MNNL-127836319</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Minnesota Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>50309</i>
<i>Company Tracking Number:</i>	<i>11-E1520</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium Adjustable Life</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
<i>Product Name:</i>	<i>Endorsement - Indexed Accounts</i>		
<i>Project Name/Number:</i>	<i>Endorsement - Indexed Accounts/11-E1520</i>		

Attachments:

Actuarial Memo 06-700 Eclipse Policy.pdf
 Actuarial Memo 06-700 Eclipse Policy Red Edited.pdf
 Actuarial Memo 09-710.03 Protector.pdf
 Actuarial Memo 10-720.03 Survivor.pdf

Item Status: **Status**
Date:

Satisfied - Item: Policy Owner Notification Letter

Comments:

Attached are the Policy Owner Notification Letters for the Eclipse and Eclipse Protector Policies.

Attachments:

Policy Owner Notification Letter - Eclipse & Survivor.pdf
 Policy Owner Notification Letter - Protector.pdf

Item Status: **Status**
Date:

Satisfied - Item: Statement of Variability

Comments:

As noted in the filing description 1 complete set of data pages and statement of variability is attached for one of the policies because all the changes are identical for each product, For specifics only the affection section of the statement of variability is attached for each of the 3 products. Also attached is one section with red lines for ease of review

Attachments:

SOV Survivor 10-720.03 Affected Page 3.pdf
 SOV Protector 09-710.03 Affected Pg 3.pdf
 SOV Eclipse 06-700 Affected Pg 3.pdf
 SOV Eclipse 06-700 Affected Pg 3 Red Edit.pdf

ARKANSAS

CERTIFICATION OF READABILITY

This is to certify that the following forms comply with the requirements of Ark. Stat. Ann. §66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

The Endorsement was scored by itself. The policy data pages were blended as part of the entire policy.

Form Number	Flesch Score
11-E1520	59.7
10-720.03	53.1
09-710.03	52.9
06-700	53.0

Carol E. Ouhl Digitally signed by Carol E. Ouhl
DN: cn=Carol E. Ouhl
Date: 2011.11.21 09:57:10 -06'00'

Signature (Must be an Officer)

Name: Carol Ouhl

Title: Assistant Secretary

Date: November 21, 2011



Date

Policyowner Name
Policyowner Address

Policy Number:
Insured(s):

Dear Policyowner:

Enclosed is a policy endorsement for your Indexed Universal Life product, which allows for additional indexed account options to be made available to you. Please insert this endorsement into your policy.

The endorsement amends the policy language to allow:

- The addition or discontinuance of any fixed or indexed account in the future
- Indexed account segment term lengths longer than 1 year
- The use of multiple external indices for an indexed account

The Indexed Accounts currently available for your policy are described on the attached pages. If you have any questions regarding this endorsement, please contact us. Thank you.

Sincerely,

Scott Helgeson
Director, Life Policy Administration

Representative Name
Representative Phone Number
Representative Address

Life Customer Contact Center
Company Phone #
Company Address

FIXED**ACCOUNTS:**

Fixed Account A	Long Term Strategy
Fixed Account B	Dollar Cost Averaging

INDEXED**ACCOUNTS:****INDICES:****INDEX
WEIGHT:**

Indexed Account A	Standard & Poor's 500 [®] Composite Stock Price Index excluding dividends, or its successor. (1)	100%
--------------------------	---	------

Segment Term:	1 year
Participation Rate:	100%
Growth Cap:	14% in effect on November 18, 2011

Indexed Account B	Standard & Poor's 500 [®] Composite Stock Price Index excluding dividends, or its successor. (1)	100%
--------------------------	---	------

Segment Term:	1 year
Participation Rate:	140%
Growth Cap:	9% in effect on November 18, 2011

Indexed Account C	Dow Jones Global ex-U.S. Index SM Composite Stock Price Index excluding dividends, or its successor. (2)	100%
--------------------------	---	------

Segment Term:	1 year
Participation Rate:	100%
Growth Cap:	13% in effect on November 18, 2011

Indexed Account D	Standard & Poor's 500 [®] Composite Stock Price Index excluding dividends, or its successor. (1)	100%
--------------------------	---	------

Segment Term:	3 years
Participation Rate:	140%
Growth Cap:	40% in effect on Feb 1, 2012

Indexed Account E	This Indexed Account includes the following indices:	
	The Barclay's Capital U.S. Aggregate Bond Index, U.S. investment grade, fixed rate bond market securities, including government, government agency, corporate, and mortgage-backed securities. (3)	35%
	Standard & Poor's 500 [®] Composite Stock Price Index excluding dividends, or its successor. (1)	35%
	Euro STOXX 50 [®] Index excluding dividends, European 50 blue chip stocks from 12 Eurozone countries, or its successor. (4)	20%
	Russell 2000 [®] Index, equity index measuring 2000 smallest companies in the Russell 3000 [®] Index of biggest U.S. Stocks, or its successor. (5)	10%

Segment Term:	1 year
Participation Rate:	100%
Growth Cap:	15% in effect on Feb 1, 2012

Index-linked returns for Standard & Poor's 500[®], Dow Jones Global ex-U.S. Indexsm, and Euro Stoxx 50[®] index, do not include the portion of returns generated by the underlying index that come from dividends.

The Growth Cap on each Indexed Account is not a guaranteed element and can be changed by Minnesota life. Any change in the Growth Cap would affect the index credits, and would thus affect the interest return applicable to the accumulation value in that Indexed Account.

INDEX DISCLOSURES

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400 Robert Street North
St. Paul, MN 55101-2098
www.securian.com
651.665.3500



Date

Policyowner Name
Policyowner Address

Policy Number:
Insured(s):

Dear Policyowner:

Enclosed is a policy endorsement for your Indexed Universal Life product, which allows for additional indexed account options to be made available to you. Please insert this endorsement into your policy.

The endorsement amends the policy language to allow:

- The addition or discontinuance of any fixed or indexed account in the future
- Indexed account segment term lengths longer than 1 year
- The use of multiple external indices for an indexed account

The Indexed Accounts currently available for your policy are described on the attached pages. If you have any questions regarding this endorsement, please contact us. Thank you.

Sincerely,

Scott Helgeson
Director, Life Policy Administration

Representative Name
Representative Phone Number
Representative Address

Life Customer Contact Center
Company Phone #
Company Address

FIXED**ACCOUNTS:**

Fixed Account A	Long Term Strategy
Fixed Account B	Dollar Cost Averaging

INDEXED**ACCOUNTS:****INDICES:****INDEX
WEIGHT:**

Indexed Account A2	Standard & Poor's 500 [®] Composite Stock Price Index excluding dividends, or its successor. (1)	100%
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Segment Term:	1 year
Participation Rate:	100%
Growth Cap:	11% in effect on November 18, 2011

Indexed Account B2	Standard & Poor's 500 [®] Composite Stock Price Index excluding dividends, or its successor. (1)	100%
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Segment Term:	1 year
Participation Rate:	140%
Growth Cap:	7.5% in effect on November 18, 2011

Indexed Account C2	Dow Jones Global ex-U.S. Index SM Composite Stock Price Index excluding dividends, or its successor. (2)	100%
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Segment Term:	1 year
Participation Rate:	100%
Growth Cap:	10% in effect on November 18, 2011

Indexed Account D2	Standard & Poor's 500 [®] Composite Stock Price Index excluding dividends, or its successor. (1)	100%
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Segment Term:	3 years
Participation Rate:	140%
Growth Cap:	40% in effect on Feb 1, 2012

Indexed Account E2	This Indexed Account includes the following indices:	
	The Barclay's Capital U.S. Aggregate Bond Index, U.S. investment grade, fixed rate bond market securities, including government, government agency, corporate, and mortgage-backed securities. (3)	35%
	Standard & Poor's 500 [®] Composite Stock Price Index excluding dividends, or its successor. (1)	35%
	Euro STOXX 50 [®] Index excluding dividends, European 50 blue chip stocks from 12 Eurozone countries, or its successor. (4)	20%
	Russell 2000 [®] Index, equity index measuring 2000 smallest companies in the Russell 3000 [®] Index of biggest U.S. Stocks, or its successor. (5)	10%

Segment Term:	1 year
Participation Rate:	100%
Growth Cap:	15% in effect on Feb 1, 2012

Index-linked returns for Standard & Poor's 500[®], Dow Jones Global ex-U.S. Indexsm, and Euro Stoxx 50[®] index, do not include the portion of returns generated by the underlying index that come from dividends.

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ECLIPSE SURVIVOR INDEXED UNIVERSAL LIFE
Policy Form 10-720.03
REVISED STATEMENT of VARIABILITY
for
POLICY DATA PAGES

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Account Information	Fixed Account, Indexed Account	Defines types of accounts available.
Fixed Account	<p>Fixed Account A Fixed Account B Fixed Account C Fixed Account D Fixed Account E, etc</p> <p>Range: Minimum of 1 Fixed Account Maximum of 20 Fixed Accounts</p>	<p>Itemizes all the Fixed Accounts the company is offering at that point in time and their respective short description. All accounts will always display regardless of the specific accounts chosen by the owner.</p> <p>Accounts may be added or discontinued at any time pursuant to contract language requirements.</p>
Indexed Account	<p>Indexed Account A Indexed Account B Indexed Account C Indexed Account D Indexed account E, etc.</p> <p>Range: Minimum of 1 Indexed Account Maximum of 100 Indexed Accounts</p>	<p>Itemizes the Indexed Accounts available at that point in time and their respective short description, the indices used in each indexed account, and each index weight. All accounts will always display regardless of the specific accounts chosen by the owner.</p> <p>Accounts may be added or discontinued at any time pursuant to contract language requirements.</p>
Indexed Account A, B, C, etc.	<p>Itemizes each Account's details.</p> <p>a. Short description of the Index</p> <p>b. Segment Term: Range 1 year to 5 years</p> <p>c. Participation Rate Range 40% through 200</p> <p>d. Growth Cap - Range 3% through 200%</p> <p>e. Index Weight</p>	<p>Itemizes each Account's details</p> <p>a. Legal short description of the Index or indices in that account</p> <p>b. Segment Term - length of time segment maintains the same growth cap. Segment term is guaranteed for the life of the policy. Term length not anticipated to change. If term length changes, it will apply to new issues only.</p> <p>c. Participation Rate – guaranteed life of for contract. Not anticipated to change. If it changes, would apply to new issues only.</p> <p>d. Growth Cap for that Account at issue or policy change.</p> <p>e. Each indexed account has a weight assigned to each index used in that indexed account. The weight represents the percentage of each index growth rate used in the segment growth rate calculation.</p>
Index Disclosure	Full legal description and disclosure of legal permission to use said index. Prints immediately following the complete list of indices. Only one disclosure will print for an index regardless of the number of times an index is used in different indices	Includes numerical footnote key for each index to the full description of the external index and permission to use the index. Description and/or disclosure may change in "index owner" notifies us language change is required.

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Policy Form 09-710.03
REVISED STATEMENT of VARIABILITY
for
POLICY DATA PAGES

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Fixed Account	Fixed Account A2 Fixed Account B2 Fixed Account C2 Fixed Account D2, Fixed Account E2, etc Range: Minimum of 1 Fixed Account Maximum of 20 Fixed Accounts	Itemizes all the Fixed Accounts the company is offering at that point in time and their respective short description. All accounts will always display regardless of the specific accounts chosen by the owner. Accounts may be added or discontinued at any time pursuant to contract language requirements.
Indexed Account	Indexed Account A2 Indexed Account B2 Indexed Account C2 Indexed Account D2 Indexed Account E2, etc. Range: Minimum of 1 Indexed Account Maximum of 100 Indexed Accounts	Itemizes the Indexed Accounts available at that point in time and their respective short description, the indices used in each indexed account, and each index weight. All accounts will always display regardless of the specific accounts chosen by the owner. Accounts may be added or discontinued at any time pursuant to contract language requirements.
Indexed Account A2, B2, C2, etc.	Itemizes each Account's details. a. Short description of the Index b. Segment Term: Range: 1 year to 5 years c. Participation Rate Range 40% through 200% d. Growth Cap Range 3% through 200% e. Index Weight	Itemizes each Account's details a. Legal short description of the Index, or indices in that account b. Segment Term – Length of time segment maintains the same growth cap. Segment term is guaranteed for life of the policy. Term length not anticipated to change. If term length changes it will apply to new issues only. c. Participation Rate – guaranteed for life of contract. Not anticipated to change. If it changes, would apply to new issues only. d. Growth Cap for that Account at issue or policy change. e. Each indexed account has a weight assigned to each index used in that indexed account. The weight represents the percentage of each index growth rate used in the segment growth rate calculation.
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ECLIPSE FLEXIBLE PREMIUM INDEXED ADJUSTABLE LIFE POLICY
Policy Form 06-700
REVISED STATEMENT of VARIABILITY
POLICY DATA PAGES

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Account Information	Fixed Account Indexed Account	Defines types of accounts available.
Fixed Account	Fixed Account A Fixed Account B Fixed Account C Fixed Account D, etc Range: Minimum of 1 Fixed Account Maximum of 20 Fixed Accounts	Itemizes all the Fixed Accounts the company is offering at that point in time and their respective short description. All accounts will always display regardless of the specific accounts chosen by the owner. Accounts may be added or discontinued at any time pursuant to contract language requirements.
Indexed Account	Indexed Account A Indexed Account B Indexed Account C Indexed Account D Indexed Account E, etc. Range: Minimum of 1 Indexed Account Maximum of 100 Indexed Accounts)	Itemizes the Indexed Accounts available at that point in time and their respective short description, the indices used in each indexed account, and each index weight. All accounts will always display regardless of the specific accounts chosen by the owner. Accounts may be added or discontinued at any time pursuant to contract language requirements.
Indexed Account A, B, C, etc.	Itemizes each Account's details. a. Short description of the Index b. Segment Term: Range: 1 year to 5 years c. Participation Rate Range 40% through 200% d. Growth Cap Range 3% through 200% e. Index Weight	Itemizes each Account's details a. Legal short description of the Index, or Indices in that account b. Segment Term – Length of time segment maintains the same growth cap. Segment term is guaranteed for life of the policy. Term length not anticipated to change. If term length changes it will apply to new issues only. c. Participation Rate – guaranteed for life of contract. Not anticipated to change. If it changes, would apply to new issues only. d. Growth Cap for that Account at issue or policy change. e. Each indexed account has a weight assigned to each index used in that indexed account. The weight represents the percentage of each index growth rate used in the segment growth rate calculation.
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Indexed Account	Indexed Account A Indexed Account B Indexed Account C Indexed Account D <u>Indexed Account E</u> , etc. <u>Range: Minimum of 1 Indexed Account</u> <u>Maximum of 100 Indexed Accounts)</u>	Itemizes the Indexed Accounts available at that point in time and their respective short description, <u>the indices used in each indexed account, and each index weight.</u> All accounts will always display regardless of the specific accounts chosen by the owner. <u>Accounts may be added or discontinued at any time pursuant to contract language requirements.</u>
Indexed Account A, B, C, etc.	Itemizes each Account's details. a. Short description of the Index b. Segment Term: 1-yr (guaranteed for life of the policy) <u>Range: 1 year to 5 years</u> c. Participation Rate Range 40% through 200% d. Growth Cap Range 3% through 200 <u>100</u> % e. <u>Index Weight</u>	Itemizes each Account's details a. Legal short description of the Index, <u>or Indices in that account</u> b. Segment Term – Length of time segment maintains the same participation rate and growth cap. <u>Segment term is guaranteed for life of the policy. Term length not anticipated to change. If term length changes it will apply to new issues only.</u> c. Participation Rate – guaranteed for contract. Not anticipated to change. If it changes, would apply to new issues only. d. Growth Cap for that Account at issue or policy change. e. <u>Each indexed account has a weight assigned to each index used in that indexed account. The weight represents the percentage of each index growth rate used in the segment growth rate calculation.</u>
<u>Index Disclosures</u>	<u>Full legal description and disclosure of legal permission to use said index. Prints immediately following the complete list of indices. Only one disclosure will print for an index regardless of the number of times an index is used in different indices.</u>	Includes <u>numerical footnote key for each index to the full description of the external index and permission to use the index. Description and/or disclosure may change if "index owner" notifies us language change is required.</u>